IN RE ARBITRATION BETWEEN:

AFSCME COUNCIL 65

and

ISD 728, ELK RIVER SCHOOLS

DECISION AND AWARD OF ARBITRATOR

BMS 15-PA-0870

JEFFREY W. JACOBS
7300 METRO BLVD.
SUITE 300
EDINA, MN 55439

ARBITRATOR

December 8, 2015

IN RE ARBITRATION BETWEEN:

AFSCME COUNCIL 65

and

DECISION AND AWARD OF ARBITRATOR
BMS Case # 15-PA-0870

ISD 728, Elk River Schools.

APPEARANCES:

FOR THE UNION:	**FOR THE DISTRICT:**
Teresa Joppa, Union Attorney	Michael Waldspurger, District's Attorney
Jo Musel Parr, Union Representative	Greg Hein, Exec. Dir. Of Business
Shannon Schroeder, Union Negotiator	Keith Ryskoski, Interim Exec. Dir of Labor and Personnel
Cheryl Anderson, Union President	Tim Caskey, Exec. Dir of Labor and Personnel

PRELIMINARY STATEMENT

The hearing in the above matter was held October 26, 2015 at the District Offices in Elk River, MN. The parties presented oral and documentary evidence at which point the hearing record was closed. The parties submitted briefs dated November 20, 2015.

ISSUE PRESENTED

The union stated the issue as follows: A.) During the negotiations which took place in the spring and summer of 2014 did the Employer promise, and the parties agree, that all members of the bargaining unit who were on the District's insurance plans would receive $33.00 per month in ERRP monies which would offset employee health insurance costs and expenses?

B.) If yes, did the Employer accurately reflect this promise and agreement in the 2013-2015 collective bargaining agreement in Article 8 "Group Insurance"?

The District stated the issue as follows: Whether the District has complied with the Master Agreement by reducing the employee contribution for health insurance during the 2014–2015 plan year: (1) by thirty-three dollars per month for each eligible, enrolled employee who contributes at least thirty-three dollars per month towards the premium for health insurance, and (2) by a lesser amount that matches the actual amount of the employee's contribution for each employee who contributes less than $33.00 per month toward his or her health insurance premium.

The issue as determined by the arbitrator after a review of the evidence and arguments of counsel is as follows: Did the District violate the collective bargaining agreement and/or the agreements reached at the bargaining table during the negotiations for the 2014-2015 insurance plan year as set forth in Article 8 on these facts? If so what shall the remedy be?

CONTRACTUAL JURISDICTION

The parties are signatories to a collective bargaining agreement covering the 2013–2015 school years. Article XVII provides for submission of disputes to binding arbitration. There were no procedural or substantive arbitrability issues and it was determined that the matter was properly before the arbitrator.

RELEVANT CONTRACTUAL PROVISIONS

ARTICLE 8.1

8.1 Health and Hospitalization Insurance

> 8.1.1. The School Board shall contribute the dollar amounts identified in the chart below per month pursuant to the insurance benefit schedule described in Section 8.7., toward the premium for single or dependent coverage for each employee who qualifies for and is enrolled in the School District group health and hospitalization plan. … **For the 2014-2015 plan year, the employee contribution will be reduced by thirty-three dollars ($33.00) per month for each eligible enrolled employee.** (Emphasis added).

UNION'S POSITION:

The union's position was that the District violated the contract and agreements the parties reached in bargaining when it refused to pay $33.00 per month or a pro-rated amount for each employee enrolled in the District's insurance plan and when it refused to pay such amounts for employees who were enrolled in the District's HSA plan. In support of this position, the Association made the following contentions:

1. The union asserted that as early as July 10, 2014, but as of October 9, 2014, the parties specifically agreed that all employees in this bargaining unit who were on the District's insurance plan would receive up to $33.00 from the District as part of the negotiated insurance premium holiday. The union asserted that there was no discussion during negotiations of a limit placed on this for employees on HSA's, Health Saving Accounts.

2. The union asserted that when asked the District representatives told them that employees on HSA accounts would receive the $33.00 credit, or a pro-rated amount if their actual premium cost was less than $33.00. The union asserted too that even though there was agreement on the words used, there was a disagreement about who would get the $33.00 credit that arose in February 2015 that led to this dispute. Thus, the mere fact that the words used were agreed upon did not control the dispute over how the District was suddenly going to change its interpretation of them.

3. The union asserted that the essence of what they understood based on representations made during negotiations and on the language in the agreement is that any employee who contributed to health insurance premiums would receive the credit, irrespective of where the money paid by the employee came from.

4. The union pointed out that the language places no limitation or exclusionary language for employees on HSA accounts, which it certainly could have. The union pointed out that there are separate sections in the contract dealing with such accounts. The parties certainly knew those accounts existed and could easily have placed language in the agreement limiting the $33.00 credit if they had wished to but no such language appears.

5. Further, there is no limitation on where the money for the credit must come from. The parties were well aware that the District received, Early Retiree Reinsurance Program, ERRP, monies from the federal government and that this was the basis for the credit. However, the contract language does not require that all the credit referenced in Article 8.1 must come exclusively from ERRP money.

6. The union further pointed out that the teachers also received a similar credit yet the money set aside from the ERRP funds did not completely cover the total cost of the credit. The remained was paid from the District' general fund. There is no limitation in the language prohibiting the credit money coming from the general fund.

7. The union also argued that if one reads the highlighted language of Article 8.1 above it literally means that "each eligible enrolled employee" means every employee who is enrolled in any District insurance plan. Thus, the sentence means that "each eligible enrolled employee" is entitled to a refund of $33 for each month they were covered by the District's insurance if that employee paid anything towards that coverage, regardless of the source of the employee's payment. The language does not say that employees who paid their share of the insurance premium from an HSA are ineligible for the $33/month rebate.

8. The union noted that the agreement to pay the credit is between the union and the district, not the federal government. The union countered the claim by the District that the ERRP regulations prohibit money from going into an employee's HSA account by pointing out that the money does not have to go into such an account, and did not for those employees who received the money already. There is thus a vast difference between paying the money into such an account and paying the money directly to the employee, using ERRP funds to wholly or partially fund that

9. The money that was paid to eligible employees was paid in a payroll check. The employees could have used it for anything at that point. This lends further support to the claim that the money can come from the general fund if it needs to, just as it apparently did for the teachers. As the union asserted in its brief herein: "What the School district left out of their explanation is that reimbursing employees for costs incurred for their health insurance premiums, regardless of how those costs were paid, is not the same as paying the rebate directly into an employee's HSA."

10. The union also noted that out of the $50,775.00 set aside for AFSCME members, not all of the money was spent on the credit for this bargaining unit. The union inquired somewhat rhetorically, as to where the remainder of the money, some $13,000.00 approximately, went.

11. The union pointed to the negotiations over this issue and noted that the union's notes are clear, along with the negotiators' testimony that they understood based on comments made by District negotiators that all employees who had insurance through the District would receive a credit. The sole exception mentioned were for employees who did not have health insurance, either due to the not working enough hours to qualify for insurance or those who had it through their spouse or other source. Thus, the union alleged, the only exceptions were for employees who did not have health insurance – there were not others. The union argued too that this would have explained the difference in the number of employees who could receive the credit, some 128, versus the number of employees in the unit, approximately 191. The union countered the District's claim that the union "knew or should have known" that not all of its members would receive the credit because dividing $50,775.00 by $33.00 yields 128 – not 191.

12. The union repeatedly noted that the District did not advise them of the sudden and radical change in the interpretation of the language regarding employees on HSA accounts until early 2015 – well after the language had been negotiated with certain understandings about how it would be administrated and the credit paid out.

13. Contrary to the District's assertions, the union argued that it made the District aware of its understanding in August 2014 with a note that read as follows: *$33 toward insurance premium for all employees in 2014 2015 insurance year only. Language will need to be updated to reflect the changes how benefits will be paid, etc.… District will work on this."*

14. The union further argued that the same or similar statements were made during negotiations and were reflected in the negotiation document delivered to the District by Ms. Schroeder on September 8, 2014 , and her handwritten notes from that same meeting lists Issue 2 as "Insurance" and says "Banding language" on one line, and the next line below it says "$33.00". Thus, it was, or should have been, clear to the District what the union's interpretation was – i.e. that "all employees" would get the credit.

15. The District provided a series of charts but the union always understood these to simply reflect the clear understanding that all employees who had health insurance through the District would receive the credit up to $33.00 or less if they actually paid less.

16. There was no limitation on this and the District never said anything contrary to this until February 2015. The actual TA was done on October 9, 2014 and the note on the document initialed by the parties simply says, "$33.00 ___ Insurance ERRP Dollars." No one questioned what that meant because everyone knew what it meant – consistent with what had been communicated throughout the negotiation sessions for months.

17. Union representatives immediately raised the issue with the District since they were made aware of it in February 2015 and did not wait to bring this grievance forward. There was no waiver of their rights nor misunderstanding as to the union's position.

18. The union argued that one of the many tools used to interpret disputed language are the bargaining notes and statements made during negotiations by the parties. When one party clearly expresses an understanding of the meaning of language and the other party fails to raise an objection, that silence can be interpreted as assent to and agreement with the first party's understanding. Bargaining history is also a compelling piece of evidence regarding the interpretation of disputed language. See Elkouri and Elkouri, *How Arbitration Works*, 7th Ed BNA books at 9-16.

19. Here this is precisely what happened and the District should not be allowed to change the rules of the game once there has been ratification. Thus, the mere fact that the union representative sent a "final draft" of the agreement to the District but later learned that the District's interpretation of that language was different than hers had been all along does not control the result. The union had a clear understanding of what the language of Article 8.1 meant, as set forth above, and was unaware of the District's interpretation until much later.

20. The essence of the union's claim is that there was a clear understanding regarding payment of the credit to every employee who has health insurance through the District irrespective of where the money to pay the premiums came from. Further, that the literal reading of the language supports the union's interpretation in that regard as well. There is no limitation in the language and the claim that federal law prevents them from paying the money is simply unsupported by the facts.

The union seeks an award ordering the District to pay to each member of the AFSCME bargaining unit, current or former employee, who had District insurance coverage in 2014-2015, an amount equal to either $33 per month or a lesser amount per month based on the amount the employee actually paid towards their health insurance premium in 2014-2015, including any premium costs paid by use of an HSA. The Arbitrator is also asked to order a revision to the language found in Article 8 of the 2013 - 2015 Collective Bargaining Agreement such that it reflects this benefit to all employees who incurred a monthly premium cost for their health insurance coverage in 2014-2015; the amount to be based on the monthly amount the member paid towards their chosen insurance plan but in no circumstances will the District be required to reimburse the employee more than $33.00 per month and only for 2014-15

DISTRICT'S POSITION

The District's position was that there was no contractual violation and that the documentation used in this case was appropriate to document the oral warnings in this matter. In support of this position, the District made the following contentions:

1. The District noted initially that it could have used all of the money received through the federal ERRP program to reduce its own cost of health insurance but instead decided to credit its employees with the money in order to reduce the cost of health insurance premiums. The District noted however that there are significant limitations on where the ERRP money can go and noted that clear federal law prevents ERRP funds from being paid into an HSA account.

2. The District noted that at all times relevant in this matter, the District had allocated $50,775.00 for this bargaining unit and also always made it clear that only up to $33.00 would be provided from ERRP monies to reduce the cost of health care premiums for those employees who were enrolled in the District's healthcare plan.

3. It was a very simple matter of math to determine that the $50,775 would not provide a $33.00 credit for the entire bargaining unit. Only 128 employees could possibly be covered by this rebate and there were at the time approximately 191 employees in the unit. The union must therefore have known that not all of the employees could potentially be covered.

4. The District also noted that there was never a statement to the effect that employees who either did not pay premiums, i.e. those whose coverage was entirely paid for by the District, or those who had an HSA plan would be covered by an ERRP credit plan. The District did not

5. The District also noted that it was not until October 9, 2014 that there was a tentative agreement, TA, on this issue and that the District representatives always assumed that since there was not enough money to cover all the employees that the credit did not apply to all the employees. The District provided several charts to that effect and argued that the union was aware of the District's interpretation of the language in Article 8.1 when they approved and ratified the agreement with that language in it.

6. The District further noted that the union was provided a copy of the proposed agreement in late January 2015 and had some 22 days to review it. The union made several changes in the document and provided those changes to the District's representatives – demonstrating the thoroughness of the union's review. It was not until some 22 days later that the union even raised the issue and by then they clearly knew what the language said and what the District believed it meant and how it would be administered. The District also explained that the money could not be placed in HSA accounts and that those employees with those accounts could not be covered by the credit.

7. Further, the union could have suggested that ERRP money would be paid to employees with an HSA account when it reviewed the document over the course of 22 days in January and February 2015 – before the parties both ratified the contract with the existing language found in Article 8.1. Instead it waited until it had already stated to the District that the draft with the language in it was the "final draft."

8. The District argued that the union is now attempting to add new terms to an existing agreement. Doing so would thus be a disservice to the negotiation process and good faith bargaining and would subject the District to significant expense and cost.

9. The union's main negotiator even sent a message indicating that the draft with the language as provided in Article 8.1 was the "final draft." That copy was even encrypted so it could not be changed. Every indication prior to the ratification by the union was that the union understood what that language meant.

10. The District explained how the ERRP money was restricted and noted that the District did not seek to get approval for HSA accounts. The District argued mostly adamantly that ERRP money cannot be placed in an HRA or HSA account unless significant further steps are taken by the District and approval is received from the federal government. The District did not seek to get that approval since that would have involved significant expenses and effort. Thus, the money cannot be placed in those accounts and the union must have known that from the charts that were sent and the clear easy math by dividing $33.00 into the $50,775.00 as set forth above.

11. The District noted that the two types of accounts are similar and carry with them similar sorts of restrictions. The District provided citations to official documents from the federal government regarding the ERRP program and argued that Department of Health and Human Services, DHHS and Center for Medicare and Medicaid provided sponsors with guidance regarding how reimbursements may be used.

12. The District asserted that ERRP funds cannot be deposited into a Health Reimbursement Arrangement, HRA, unless it has been certified as an approved ERRP plan. The District did not opt to have its HSA accounts so certified and argued that the money could not be used for that purpose.

13. The District maintained that paying ERRP funds into an HSA account, as the union seems to suggest, would subject the District to penalties and fines. The District maintained both that there was no agreement to pay the money as the union suggests as well as no legal authority to do so.

The District seeks an award denying the grievance in its entirety.

DISCUSSION

FACTUAL BACKGROUND

In April 2014 the parties began bargaining over the terms of the 2013 – 2015 collective bargaining agreement, CBA. Negotiations lasted throughout the summer and fall of 2014. And the parties discussed and bargained over several contract provisions, including wages, insurance banding, and a premium holiday/credit for employee health insurance.

In 2011 and 2012, the District participated in the Early Retiree Reinsurance Program, ERRP. As part of the program, the District received over $400,000 in ERRP funds from the federal government. Though it could have used all of the ERRP money to reduce its own costs of coverage, the District chose to distribute the money to eligible employees in each of its collective bargaining units. The ERRP funds were distributed to each eligible employee in a bargaining unit in the form of a "premium holiday" for the costs of health insurance premiums during the 2014–2015 plan year. The District used health insurance figures from 2012 to estimate the number of eligible employee's in the union's bargaining unit. From this estimate, the District allocated $50,775 of its ERRP funds to be distributed to the union's members. The $50,775.00 figure was used consistently throughout the negotiations over the new CBA, even though there were a few messages in which other numbers were used. The evidence showed that when other figures were used it was simply in error.

The parties spent several months negotiating over the terms of the premium credit. It was clear that the money was intended to come from the ERRP funds. As discussed below, there was evidence that not all of the money used for the premium credit referenced in Article 8.1 came exclusively from the ERRP funds.

The parties also spent time negotiating over the banding issue – i.e. setting forth the number of hours necessary to qualify for certain levels of coverage and credits. There was eventually agreement on banding and those levels are reflected in the CBA.

By July 10, 2014 there was an agreement over the credit and the parties had agreed that it would be up to $33.00 per month. There was a dispute over whether this was truly a tentative agreement but on this record that question is not controlling. There was also evidence that by October 9, 2014 the parties initialed a tentative agreement that referenced the $33.00 per month. The actual language of the document from October 9, 2014 was not completely clear and stated as follows: "$33.00 ___ Insurance ERRP Dollars."

There was support for the union's claim that they at least understood that all employees who had health insurance through the District would receive up to $33.00 as a reduction, what the parties termed a "holiday," to reduce premium costs. There was no dispute that if an employee paid less than $33.00 per month in insurance premiums they would receive that as a pro-rated amount. There was also no dispute that if employees did not have health insurance through the District, either because they did not work enough hours to qualify or because they had health insurance through some other means such as through a spouse, they would not be eligible for the credit. The evidence showed that the credit was intended to reduce health insurance premium costs for employees.

The parties agreed that the "District would work on this," meaning that the District would draft language reflecting the agreements reached during negotiations and get a draft to the union. This was done and the parties sent a series of e-mails with revisions to the document over the course of several weeks.

On January 19, 2015 the District sent the union a draft with the language as it appears above in Article 8.1. There was clear evidence that the union reviewed this document in detail and made further revisions to it. There was also clear evidence that the union negotiator replied that the document "covered the changes … made in the TA [in October]."

The union made a few other changes to the document and on February 11, 2015 the union sent back what was termed the final draft. There was evidence that the document was encrypted so it could not be changed.

The District relied on this chain of events and argued that the union knew what had been agreed to and should therefore be bound by it. What was missing however, was an apparent disconnect over how the language, which seems clear enough, was to be interpreted. It was not until that point that it became clear to the union that some employees would not be paid the credit due to the District's interpretation of it.

The union then made the District aware that there was a dispute about how this money would be paid and to whom. Even though the parties had ratified the document, the union pushed the grievance forward.

The District argued in its brief and at the hearing that it understood that the union wanted all employees to receive the credit and that the money should be paid into an employee's HSA account if they had one. The union on the other hand did not make the claim that all employee should receive the credit – only those who had health insurance through the District and only those who paid a health insurance premium.

Clearly, as discussed more below, the language of Article 8.1 referees "employee contribution," which references the premium. The article itself contains a chart setting forth the contribution to premiums so the clear implication is that the "employee contribution" referenced in that language is for premiums. The language thus clearly implies that there must be a contribution to premiums.

The union also did not argue that the money must be paid into an HSA. Indeed, as the union states at page 7 of its brief herein, it is seeking payment directly to the affected employees for the up to $33.00 per month credit – just as was apparently done to other employees who received the credit.

The evidence also showed that the District paid some $396.00 to those it determined were eligible reflecting $33.00 per month X 12 = $396.00. This was done by payroll check without any limitations shown on this record on how that money was to be used. There was insufficient evidence to establish that the money was somehow earmarked for reduction of health insurance premiums or that it was directed to the health insurance premiums for the employee who received it.

There was also evidence that the District had a similar agreement with the teachers unit and also made a $33.00 credit to affected teachers as well. The evidence showed that there was insufficient money out of the ERRP funds to cover that amount for the teachers and that the District made up the difference out of general funds. There was thus no evidence that the District was somehow constrained or required the credit based on the ERRP moneys it received. It was apparently allowed to, and did, make up the difference out of general fund money.

The parties agreed to arbitrate the question of the interpretation of the disputed portion of Article 8.1. The matter was timely and appropriately processed through the grievance steps and it is against this factual background that the analysis of the matter proceeds.

WAS THERE AN AGREEMENT REACHED AT THE BARGAINING TABLE OVER THE EMPLOYEES WHO WERE TO RECEIVE THE CREDIT?

There was considerable dispute over whether there was an agreement on the payment of the credit. As noted above, the union asserted that it understood that all employees who paid for health insurance would receive all or part of the $33.00 per month depending on what they paid.

The District asserted that there was no such agreement and that it should have been obvious to the union that not all of the employees in the unit were to receive the credit since only 128 employees could possibly have received it if one divides the $33.00 into $50,775.00, which was clearly communicated to the union during negotiations.

A review of the overall record shows that there was a disconnect between the parties over this issue. The documents do not clearly reflect an agreement one way or the other on the question of employees who had HSA accounts. There was no clear evidence that this specific issue was discussed during negotiations. Indeed, most of the discussion centered over the banding issue and other matters. It was agreed early on that the credit would be $33.00 per month and that employees who did not receive health insurance from the District would not receive a credit.

This of course makes sense, for the reasons discussed herein. The language of Article 8.1 clearly deals with payment of insurance premiums and references "eligible enrolled employees." Only an employee who is on District health insurance would fit that definition. A person who did not work enough hours or who received health insurance through some other source, such as through their spouse would also not qualify.

There was very little discussion of the HSA issue and no clear agreement on that question can be made on this record. While there was some evidence that the union communicated that it believed that all employees who were on health insurance would get some credit there was also evidence that the District sent information by way of the charts and other communications regarding the $50,775.00 that would have signaled to the union that not every employee in the unit would get the credit.

As the union noted in its brief, citing The Restatement of Contracts at Section 204, there are issues that simply no one saw coming in bargaining. The relevant language is as follows: "The parties to an agreement may entirely fail to foresee the situation which later arises and gives rise to a dispute; they then have no expectations with respect to that situation, and a search for their meaning with respect to it is fruitless."

There is some cogency to that statement. The parties never discussed this issue directly and even though there were some agreements such as the $33.00 and the question of excluding employees who did not have insurance through the District, there was no clear agreement here. The next step is thus to look to the language and the overall record to determine the intent of the parties in drafting the language that does appear in the contract.

THE INTERPRETATION OF ARTICLE 8.1

As with any case involving the interpretation of disputed language the starting point is the language itself. First, it is clear that the agreed upon language is that which appears in the so-called final draft of the agreement at 8.1. The evidence was abundantly clear that the District sent the union a copy of the language with ample time and opportunity to review it and make any changes in it that were necessary. As noted above however, while there was agreement on the words, there was a disconnect over what those words meant vis-à-vis the HSA account issue.

A review of the language itself shows that the intent was to reduce the employee contribution by up to $33.00[1] for insurance premiums. It is clear from the language itself that the article discusses premiums. It is further clear that the agreed upon language covers "each eligible employee." It further specifically references the "employee contribution," which clearly refers to the contribution for the health insurance premium. That of course is the focus of the entire article. Thus the language itself supports the union's claim that any eligible employee who contributes to his or her health insurance premiums is to receive the reduction referenced in the operative sentence of Article 8.1.

Further, the language of Article 8.1 does not provide for an exclusion for those employees with HSA accounts. Nor does it provide for any other limitation for the use of the money nor any specific designation for where the money is to come from.

[1] The language strangely enough does not actually use the words "up to" but the evidence adduced at the hearing shows that there was agreement on that issue as well and that if an employee paid less than that they would receive only what they paid if that was less than $33.00.

Clearly, the parties understood that the money would be coming from the ERRP funds the District received but it was also clear that some of the money paid to the teachers came from the general fund. These facts undercut the District's position in this matter.

Moreover, the agreement is between the District and the union and nowhere references ERRP money in the operative language of Article 8.1. The District agreed to credit eligible enrolled employee's contribution to health insurance premiums by the operative language of Article 8.1 by up to $33.00 per month. The language does not reference ERRP money and nowhere limits where the money for the agreed upon credit is to come from. Also, as discussed above, some of the money paid to the teachers pursuant to a similar program in that CBA was paid from the District's general fund and was apparently also paid to the teachers in the same general manner as was paid to the employees in this bargaining unit – i.e. by payroll check without any apparent limit on the use of the money.

The District argued that "without an ERRP-approved HSA, the District cannot legally deposit ERRP funds into an HSA as asserted by the Union." The record revealed that ERRP regulations do not allow for the money to be directly deposited into an HSA account.

The difficulty with the District's assertion is that there is no apparent limitation on paying the money directly to an employee that happens to have an HSA account. Further, as noted herein, the evidence showed that the money given to other employees was paid directly to them by payroll check without limitations of any kind on the use or application of that money.

There was considerable merit to the union's argument that even though ERRP funds cannot be directly deposited into an HSA account, the money credit did not have to be so deposited. In fact the evidence showed that the $396.00 that was paid to the employees the District did agree were covered was simply paid to them as a payroll check. Presumably the employees who were paid this money could have used it for virtually anything, healthcare related or not.

Accordingly, the relevant language and the overall record supports the following conclusions: That the language supports the union's claim that employees with HSA accounts are eligible for the credit referenced in Article 8.1 by the clear terms of that provision. The grievance is thus sustained as it applies to those employees and the District is ordered to pay the appropriate credit as reflected in Article 8.1 to any employees who are enrolled and eligible for District health insurance and who pay for such insurance premiums up to $33.00 or a pro-rated amount if the employee pays less than that amount per month for insurance premiums. That is to be paid by the District in the same manner as was paid to other similarly situated employees. The arbitrator will retain jurisdiction to resolve any disputes over the implementation of this award.

AWARD

The grievance is SUSTAINED as set forth above.

Dated: December 8, 2015

_____

Jeffrey W. Jacobs, arbitrator

AFSCME #65 and Elk River Schools - AWARD.doc